



MISSOURI DEPARTMENT OF HEALTH AND  
SENIOR SERVICES  
**INVITATION FOR PROPOSAL (IFP)**

**Issue Date: July 23, 2004**  
**IFP #0505**

**PROPOSAL MUST BE RECEIVED  
NO LATER THAN:**

Date: **August 18, 2004**  
by  
Time: **3:00 P.M.**

For more information contact:  
Shalonda Graham  
Buyer of Record, at (573) 526-3222

This document is a formal invitation for sealed proposals, including prices, from qualified individuals and organizations to furnish those services described herein. **OFFERORS PLEASE NOTE: Offers shall be submitted in a sealed envelope marked on the outside (in the lower left corner) with the following information: "PROPOSAL ENCLOSED- IFP # 0505". Offerors using commercial carrier services shall ensure that the outermost envelope or wrapper used for delivery is marked in this manner.**  
**RETURN ORIGINAL AND 3 COPIES OF PROPOSALS TO:** Missouri Department of Health and Senior Services, Division of Administration, Bureau of Contracts & Procurement, on or before the time and date listed above. Faxed copies will not be accepted.

Contract Title: **Needs Assessment for HIV Prevention**

Contract Period: **Date of Award through December 31, 2004**

The provider shall state firm, fixed total amount requested.....\$\_\_\_\_\_

Certified Minority or Woman Owned Business: ☐ MBE ☐ WBE ☐ N/A

The offeror hereby agrees to provide services at the prices quoted, pursuant to the requirements of this document and further agrees that when this Invitation for Proposal is countersigned by an authorized official of the Missouri Department of Health and Senior Services, a binding contract, as defined herein, shall exist between the offeror and the Missouri Department of Health and Senior Services.

OFFEROR'S SIGNATURE:



ORGANIZATION:

OFFEROR'S PRINTED NAME:

DATE OF PROPOSAL:

ADDRESS:

TELEPHONE NO:

CITY, STATE, ZIP CODE:

FAX PHONE NO:

STATE VENDOR NO. (IF KNOWN):

FED. TAX I.D. NO:

**THIS SECTION FOR DEPARTMENT OF HEALTH AND SENIOR SERVICES USE ONLY**

FUND SOURCE

☐ STATE \_\_\_\_\_ %  
☒ FEDERAL \_\_\_\_\_ 100%

CFDA NO.

93.940

CFDA TITLE:

HIV Prevention Project

**NOTICE OF AWARD**

This bid is hereby accepted by the Missouri Department of Health and Senior Services.

Amount Awarded \$\_\_\_\_\_

RECOMMENDED FOR APPROVAL BY: (DIVISION / CENTER DIRECTOR SIGNATURE)



DATE:

CONTRACT NUMBER:

SIGNATURE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES REPRESENTATIVE  
AUTHORIZED TO SIGN CONTRACT:



MARK R. READING, DIRECTOR, DIVISION OF ADMINISTRATION

DATE:

**INTRODUCTION AND GENERAL INFORMATION****1.1 Introduction:**

- 1.1.1 This document constitutes an invitation for competitive, sealed proposals for the provision of services as set forth herein.

**1.2 Pre-Proposal Conference:**

No pre-proposal conference is scheduled for this solicitation.

**1.3 Organization**

- 1.3.1 This document, referred to as an Invitation for Proposal (IFP), is divided into the following parts:

1. Introductions and General Information
2. Contractual Requirements
3. Proposal Submission Information
4. Budget Page(s)
5. Attachments 1 -5 (Items which may need to be returned with the proposal)

**1.4 Background Information:**

- 1.4.1 The Centers for Disease Control and Prevention (CDC) mandates that a community assessment process occur within HIV prevention planning that is inclusive of assessing prevention needs of populations most at risk for HIV infection in a given jurisdiction. Needs assessment in Missouri takes place on a three-year cycle and is essential to HIV prevention program planning across the state.
- 1.4.2 Please refer to the CDC website [www.cdc.gov](http://www.cdc.gov) for additional information on the guidance for community planning that gives a detailed outline of the community assessment model.
- 1.4.3 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Invitation for Proposal.

**1.5 Purpose and Goals:**

- 1.5.1 To provide professional consultation and training services to the Missouri Statewide HIV Prevention Community Planning Group (CPG) for completion of a comprehensive, statewide community needs assessment in accordance with the provisions and requirement stated herein.
- 1.5.2 The goal of this contract is to assist with the design and development of a community needs assessment instrument targeting up to ten (10) prioritized populations that are known to be at high risk for contracting HIV.
- 1.5.3 Another goal is to provide face-to-face training and a website training reference to ensure implementation of the needs assessment tool once it has been developed.
- 1.5.4 The last goal is to provide for data collection and transcription once needs assessment has been implemented.

**1.6 Funding/Allowable Costs**

- 1.6.1 The Contractor shall be reimbursed for allowable costs incurred in the performance of this contract. Allowable costs shall include personnel, fringe, mileage, supplies, lodging, postage, incentives and indirect. Allowable costs shall not exceed \$24,999.00.
- 1.6.2 Indirect costs, as defined in OMB A-87, shall not exceed eight percent (8%) of total direct contract costs. Indirect contract costs are those costs incurred for common or joint purposes benefiting more than one (1) activity and are not readily identifiable to a particular program or activity. The Contractor is required to submit documentation with monthly invoices to support amounts billed for indirect costs.

## **2. CONTRACTUAL REQUIREMENTS**

### **2.1 General Requirements:**

- 2.1.1 The contractor shall assist the Department and the statewide HIV Prevention CPG in the development of a statewide needs assessment tool and in the training of CPG members for implementation of the tool.
- 2.1.2 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

### **2.2 Deliverables and Outcomes:**

- 2.2.1 The contractor shall work closely with the CPG and the Statewide Community Planner to develop and pilot an instrument to conduct a statewide needs assessment. The Contractor shall implement pilot of the instrument upon prior approval of the Department.
- 2.2.2 The contractor shall attend a minimum of three (3) Statewide HIV Prevention CPG meetings.
- 2.2.3 The contractor shall participate in additional meetings, conference calls, or other means of communication with CPG members in order to further coordinate the process of needs assessment.
- 2.2.4 The contractor shall conduct one (1) face-to-face training for CPG members in each of the six (6) Regional Prevention Advisory Groups on how to use needs assessment tools, how to recruit participants, and structure needs assessments on a local level.
- 2.2.5 The contractor shall develop a web site training tool for CPG members to reference in order to further implement the needs assessment in all six (6) regions of Missouri.
- 2.2.6 The contractor shall perform data transcription after regional needs assessment information is collected.

### **2.3 Reporting Requirements:**

- 2.3.1 The contractor shall submit an end of year report that summarizes what has been done thus far in the needs assessment process due by December 1, 2004.

### **2.4 Payment and Invoicing Requirements:**

- 2.4.1 Reimbursement of Contractor expenses incurred will be made upon receipt and approval of a properly prepared monthly itemized invoice submitted on Contractor letterhead. The following statement must appear on all invoices along with the fiscal officer's signature under the statement: "The attached report is a true and correct statement of expenditure under the above stated contract for the invoice period. Further, all expenditures claimed were made in accordance with the provisions set forth in the contract." The Contractor is required to submit documentation with monthly invoices to support amounts billed for direct costs.
- 2.4.2 The Contractor shall submit to the Department uniquely identifiable invoices for payment processing. Uniquely identifiable means the particular invoice or bill can be distinguished by invoice number from a previously submitted invoice or bill. Invoices must be submitted monthly and must be postmarked no later than forty-five (45) days following the month in which services were provided or purchases made, unless prior written approval has been made by the Department. The Department shall have no obligation to pay any invoice that is not received in accordance with the above requirement.

2.4.3 The Department reserves the right to reallocate contract funds between budget categories at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30)-days prior written notification of any reallocation.

2.4.4 If the Contractor is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services  
Division of Administration  
Fee Receipts  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, MO 65102-0570

2.4.5 If a request by the Contractor for reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.

2.4.6 The Contractor shall submit all invoices and reports to:

Missouri Department of Health and Senior Services  
Section for Communicable Disease Prevention  
PO Box 570  
Jefferson City, Missouri 65102-0570

2.4.7 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

## **2.5 Other Contractual Requirements:**

2.5.1 The Contractor must submit a written request to the Department for approval prior to any out of state travel.

2.5.2 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract, or in the event of a change in federal or state law relevant to this contract, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon date of certified mailing, facsimile, or e-mail of written notice to the Contractor by the Department.

2.5.3 The Department shall reimburse the Contractor the following amounts for mileage:

A. The current IRS rate for Missouri county governments (i.e. local health agencies) as defined by state statute. In addition, the Department will pay the current IRS mileage reimbursement rate to St. Louis and Kansas City Health Departments.

B. The state rate (currently set at 3 cents below the IRS rate) for all other vendors.

2.5.4 At the Department's request, the Contractor shall prepare for the Department to make contract monitoring site visits to the Contractor during the contract period. Site visits to subcontractors may be scheduled at the request of the Contractor or if deemed necessary by the Department.

- 2.5.5 Failure to comply with any or all provisions of this contract and/or applicable law shall result in immediate contract termination; and the Contractor shall pay to the Department all or a portion of funds paid to the Contractor pursuant to this contract during the contract period without proof of loss or damages.
- 2.5.6 Funds provided by the Department for the project pursuant to this contract shall not be used in any manner to replace or supplant funds of the Contractor for any service included in this contract.
- 2.5.7 The Department shall in all cases be utilized as “payor of last resort” which means that payment under this contract may be available only after the Contractor has demonstrated that all other payment sources, including but not limited to insurance coverage and/or government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for contract monitoring purposes
- 2.5.8 The Department shall have the right, at its sole option, to renew the contract for up to one (1) one-year period, based on available funding and the Contractor’s performance during the prior contracting period. In the event the option is exercised, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 2.5.9 Federal funding supports this contract. The first contract period must end December 31, 2004. Year two (2) will run from January 1, 2005 through December 31, 2005.
- 2.5.10 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient’s/client’s parent or legal guardian unless such disclosure is required by law. The Contractor assumes liability for all disclosures of confidential information by the Contractor and/or the Contractor’s subcontractors and employees. The Contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164). The Contractor acknowledges that pursuant to these regulations, it is a business associate of the Missouri Department of Health and Senior Services, Division of Environmental Health and Communicable Disease Prevention, Section for Communicable Disease Prevention (Section).
- 2.6 Business Associate Provisions:
- 2.6.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA) – The Section is subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all regulations promulgated pursuant to authority granted therein. The Contractor constitutes a “Business Associate” of the Section as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “Contractor” as used in this section shall mean “Business Associate.”
- 2.6.1.1 The Contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164, including, but not limited to the following:
- 2.6.1.1.1 “Individual” shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).

2.6.1.1.2 “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

2.6.1.2 The Contractor shall agree the Section must comply with 45 CFR 160 and 45 CFR 164, as currently in effect and as may be amended at some later date, and that to achieve such compliance, the Contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the Contractor receives from or creates or receives on behalf of the Section. To provide reasonable assurance of appropriate safeguards, the Contractor shall comply with the business associate provisions stated herein.

2.6.1.3 The Section and the Contractor agree to amend the contract as is necessary for the Section to comply with the requirements of the Privacy Rule and HIPAA requirements.

2.6.1.4 For additional information, 45 CFR 160 and 45 CFR 164 can be downloaded from the Internet at the following Internet addresses. However, the most current requirements shall be those which are published in the Code of Federal Regulations.

- 1) 45 CFR 160 can be downloaded at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr160\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr160_03.html)
- 2) 45 CFR 164 can be downloaded at:  
[http://www.access.gpo.gov/nara/cfr/waisidx\\_03/45cfr164\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/45cfr164_03.html)

## 2.6.2 Permitted uses and disclosures of Protected Health Information:

2.6.2.1 The Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Section as specified in the contract, provided that such use or disclosure would not violate the Privacy Rule as the Privacy Rule applies to the Section.

2.6.2.2 The Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Section by no later than ten (10) calendar days after the Contractor becomes aware of the disclosure of the Protected Health Information.

2.6.2.3 If required to properly perform the contract and subject to the terms of the contract, the Contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the Contractor’s business.

2.6.2.4 If the disclosure is required by law, the Contractor may disclose Protected Health Information to carry out the legal responsibilities of the Contractor.

2.6.2.5 The Contractor may use Protected Health Information to provide Data Aggregation services to the Section as permitted by 45 CFR 164.504 (e)(2)(i)(B).

## 2.6.3 Obligations of the Contractor:

2.6.3.1 The Contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law.

2.6.3.2 The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards may include, but shall not be limited to:

- a) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
- b) Policies and procedures implemented by the Contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
- c) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.

- 2.6.3.3 The Contractor shall require that any agent or subcontractor to whom the Contractor provides any Protected Health Information received from, created by, or received by the Contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the Contractor with respect to such information.
- 2.6.3.4 By no later than ten (10) calendar days of receipt of a written request from the Section, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Section, the Contractor shall make the Contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the Contractor on behalf of the Section available to the Section and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.
- 2.6.3.5 The Contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Section to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Section, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Section, the Contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Section.
- 2.6.3.6 In order to meet the requirements under 45 CFR 164.524, the Contractor shall, within five (5) calendar days following a Section request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Section, provide the Section access to the Protected Health Information in an individual's Designated Record Set. However, if requested by the Section, the Contractor shall provide access to the Protected Health Information in a Designated Record Set directly to the individual for whom such information relates.
- 2.6.3.7 At the direction of the Section, the Contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 2.6.3.8 By no later than five (5) calendar days after the Contractor becomes aware of any use or disclosure of the Protected Health Information not permitted or required as stated herein, the Contractor shall notify the Department's Privacy Officer, in writing, of the unauthorized use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. The Contractor shall include a description of any remedial action taken to mitigate any harmful effect of such disclosure. The Contractor shall also provide the Department's Privacy Officer with a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 2.6.4 Obligations of the Section:



- 2.6.4.1 The Section shall notify the Contractor of limitation(s) that may affect the Contractor's use or disclosure of Protected Health Information, by providing the Contractor with the Section's notice of privacy practices in accordance with 45 CFR 164.520.
  - 2.6.4.2 The Section shall notify the Contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
  - 2.6.4.3 The Section shall notify the Contractor of any restriction to the use or disclosure of Protected Health Information that the Section has agreed to in accordance with 45 CFR 164.522.
  - 2.6.4.4 The Section shall not request the Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule as the Privacy Rule applies to the Section.
- 2.6.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the Contractor shall return to the Section, or shall destroy all Protected Health Information received by the Contractor from the Section, or created or received by the Contractor on behalf of the Section, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractors or agents of the Contractor.
  - 2.6.5.1 In the event the Contractor determines and the Section agrees that returning or destroying the Protected Health Information is not feasible, the Contractor shall extend the protections of the contract to the Protected Health Information for as long as the Contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the Contractor must notify the Section and obtain instructions from the Section for either the return or destruction of the Protected Health Information.
- 2.6.6 Breach of Contract- In the event the Contractor is in breach of contract with regard to the business associate provisions included herein, the Contractor shall agree and understand that in addition to the requirements of the contract related to expiration/termination/cancellation of contract, if the Section determines that termination or cancellation of the contract is not feasible, the Section may elect not to terminate or cancel the contract, but the Section shall report the contractual breach to the Secretary of the Department of Health and Human Services.
- 2.7 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance, or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees and assigns.
  - 2.7.1 In accordance with Section 34.040.6, RSMo, if the Contractor or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

**PROPOSAL SUBMISSION INFORMATION****3.1 Submission of Proposals:**

- 3.1.1 The offeror's proposal must be received in a sealed envelope on or before the receipt time and date published on the front page of the IFP at the address listed below.

Missouri Department of Health and Senior Services  
Division of Administration  
Bureau of Contracts and Procurement  
930 Wildwood  
Jefferson City, MO 65109

- a. Proposals may be submitted through the U.S. Postal Service to the address below. However, mailing proposals to the P.O. Box does not guarantee receipt of the proposal document by the Bureau of Contracts and Procurement before the required receipt date and time.

Missouri Department of Health and Senior Services  
Bureau of Contracts and Procurement  
P. O. Box 570  
Jefferson City, MO 65102-0570

- b. The outermost, sealed envelope should clearly identify "IFP #0505" in the lower left corner of the envelope. Example:

Return address
Missouri Department of Health and Senior Services Division of Administration Bureau of Contracts and Procurement 930 Wildwood Jefferson City, MO 65109
IFP #0505

- 3.1.2 Faxed or emailed proposals will not be accepted.
- 3.1.3 **Proposals received after the receipt date and time as published on the front page of the IFP will not be considered or evaluated.**
- 3.1.4 Proposals should be typed. Do not staple.
- 3.1.5 Original proposal must be submitted along with the number of photocopies listed on the cover page of the proposal. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- 3.1.6 Offerors submitting proposals must include the following information:
- a. The signed page one (cover page) from the original IFP and all signed amendments should be placed at the beginning of the proposal. These form(s) must include an original signature (preferably signed

in blue ink), no stamped signatures. The signature must be that of an individual legally authorized to sign contracts for the agency.

- b. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.
- c. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- d. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

### **3.2 Offeror's Contacts:**

- 3.2.1 Offerors submitting proposals are cautioned not to contact any employee of the Department except the Buyer of Record listed on the cover page of this document, regarding this Invitation for Proposals. Questions may be directed to the following address:

Missouri Department of Health and Senior Services  
Division of Administration – Bureau of Contracts and Procurement  
P.O. Box 570  
Jefferson City, MO 65102-0570  
Telephone No.: (573) 526-3222

- 3.2.2 The Offeror is advised that the only official position of the Department is that position which is stated in writing and issued by the Department as an Invitation for Proposal and any amendments thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement on behalf of the Department.

The official IFP can be viewed at the Department Internet site, <http://www.dhss.state.mo.us> by clicking on the "Public Notices" link.

### **3.3 Evaluation Process:**

- 3.3.1 All proposals will be reviewed and scored by an evaluation committee. Representatives of the Department will conduct the evaluation process. The committee shall include: Two (2) members of the Missouri statewide HIV CPG, statewide planner, and statewide evaluator.
- 3.3.2 After determining that a proposal satisfies the mandatory requirements stated in the Invitation for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below.
- 3.3.3 Proposal evaluation will be based on a 100 point total to be applied as follows:

Experience and Reliability-----	Up to 30	points
Expertise of Personnel-----	Up to 20	points
Method of Performance -----	Up to 20	points
Cost-----	Up to 15	points
Schedule of Events/Timeline for Completion ----	Up to 15	points

**3.4 Evaluation of Offeror's Experience and Reliability:**

- 3.4.1 Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this IFP.
- 3.4.2 The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this IFP:
  - a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract
  - c. A brief, written description of the specific services that were performed.
- 3.4.3 The above information may be shown on the form attached as Attachment 2 to this IFP or in a similar manner.
- 3.4.4 The Offeror should submit a copy of all licenses, certifications, accreditations, and/or permits that may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**3.5 Evaluation of Expertise of Offeror's Personnel:**

- 3.5.1 The qualifications of the personnel proposed by the Offeror to perform the requirements of this IFP, whether from the Offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 3.5.2 If personnel are not yet hired, the Offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.
- 3.5.3 The Offeror may utilize Attachment 3 for summarizing the personnel information and should submit detailed resumes for proposed key personnel.
- 3.5.4 The Offeror should submit a copy of all licenses and/or certifications for all proposed personnel which may be required by state, federal, and/or local law, statute, or regulation in the course of performance of the Offeror's profession. If not submitted with the proposal, the State of Missouri reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.

**3.6 Evaluation of Method of Performance:**

- 3.6.1 Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the IFP. Therefore, the Offeror should present a written narrative that demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.6.2 The method by which the proposed method of performance is written is left to the discretion of the Offeror. However, the following method is recommended:
- 3.6.3 On Attachment 4, or in any other appropriate format, identify each specific paragraph and subparagraph of the Contract Requirements by paragraph and page number as an item for discussion. Immediately below these numbers, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied.
- 3.6.4 In presenting the method of performance, the Offeror should submit or describe the following:
- a. How the Contractor will work closely with the Statewide HIV Prevention CPG to develop the instrument to be used for needs assessment.
  - b. How the Contractor will ensure regular and updated information is communicated to the Statewide HIV Prevention CPG.
  - c. The prospective method for training CPG members on how to properly implement the needs assessment.
  - d. The methods for data collection and transcription.
- 3.6.5 The Offeror should also provide a sequential step-by-step description of the tasks or events that are proposed to accomplish the requirements of the IFP and the number of work hours required to perform the task or event. In addition, the Offeror should specify the personnel proposed to perform each task and the number of work hours each person will be working on that particular event.
- a. Attachment 5, Schedule of Events, may be helpful in presenting such data and should be used by the Offeror. In the event of overlapping or concurrent tasks, the use of a graphic chart (PERT, bar, line, etc.) is recommended.
  - b. The Offeror is advised that the personnel work hours proposed in the Schedule of Events may be compared with the work hours proposed in the price breakdown. Furthermore, the assigned tasks may be compared with the qualifications of the personnel.
- 3.6.6 The Offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used. The relationship of service personnel to management and to support personnel should be clearly illustrated.

### **3.7 Evaluation of Cost**

- 3.7.1 Cost will be evaluated on a objective basis based on the following method:
- 3.7.2 The Offeror should complete and return the Budget Analysis, Attachment 1 or present the same information in a similar format.

### **3.8 Award Process:**

- 3.8.1 The Department will officially notify Offerors not receiving a contract in writing. The only official position of the Department will be issued in writing and signed by the Director of Administration (or designated representative) of the Missouri Department of Health and Senior Services. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- 3.8.2 Contracts will be awarded on a competitive basis and will be limited by the availability of funds.

- 3.8.3 Total number of points will be used as the basis for the award. Other award criteria will be based on the timeline for completion of contract deliverables.

**3.9 MBE/WBE Participation:**

- 3.9.1 Executive Order 98-21 directs state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. Effective July 1, 1999, MBE/WBE certification is a requirement for businesses to be considered an eligible MBE/WBE in meeting participation goals.
- 3.9.2 A listing of minority and women vendors certified by the State of Missouri is available on the Internet at <http://www.oa.state.mo.us/oeo/index.html>
- 3.9.3 For offerors who do not have Internet access, information regarding registered minority and women vendors can be obtained by contacting the Office of Equal Opportunity's Supplier Diversity Program at (800) 592-6019 or (573) 526-1529.
- 3.9.4 In the event the offeror proposes to subcontract for services and/or equipment described herein, the offeror should make a good faith effort to locate and contract with certified MBEs for a minimum of 10% of the total dollar value of the contract and with WBEs for 5% of the total dollar value of the contract.
- 3.9.5 The offeror should indicate the percentage level of MBE/WBE participation proposed to fulfill the requirements of the contract. The offeror should provide documentation of a plan for achieving the proposed level of participation for each MBE/WBE subcontractor proposed.

**ATTACHMENT 1****BUDGET ANALYSIS**

NOTE: this form may be customized to reflect the specific IFP

Budget Categories	Quantity	Unit Price	Total
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**Professional Personnel:**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Total Professional Personnel:

**Support Personnel:**

- 1.
- 2.
- 3.
- 4.

Total Support Personnel:

**Travel Expenses (List):**

- 1.
- 2.
- 3.
- 4.

Total Travel Expenses:

**Materials and Supplies (List):**

- 1.
- 2.
- 3.

Total Materials and Supplies:

**Other Components/Overhead (List):**

- 1.
- 2.
- 3.

Total Other:

<b>TOTAL NOT-TO-EXCEED AMOUNT</b>	<b>\$</b> _____
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**ATTACHMENT 2**

**PRIOR EXPERIENCE**

**(Include additional pages, as necessary)**

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

**Description of Prior Services (include dates):**



**ATTACHMENT 3****PERSONNEL EXPERTISE SUMMARY****(Attach additional pages, as necessary. Also attach resumes for key personnel)**

Personnel	Background and Expertise of Personnel
1. _____ (Name)	_____ (Title)
<hr/>	
2. _____ (Name)	_____ (Title)
<hr/>	
3. _____ (Name)	_____ (Title)
<hr/>	
4. _____ (Name)	_____ (Title)
<hr/>	
5. _____ (Name)	_____ (Title)
<hr/>	
6. _____ (Name)	_____ (Title)
<hr/>	
7. _____ (Name)	_____ (Title)
<hr/>	

**ATTACHMENT 4**

**METHOD OF PERFORMANCE**

The Offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Invitation for Proposal.

**ATTACHMENT 5****SCHEDULE OF EVENTS**

The Offeror should briefly and sequentially describe the tasks or events that are proposed to accomplish the requirements. "**Completion Day**" should be specified as a certain number of days from date of contract award until completion of the specific task. "**Assigned Personnel**" should be identified by name rather than project title unless such personnel are yet to be hired. "**Workhours**" should indicate that time each assigned person will spend on the specific task. In the event of overlapping or concurrent tasks, a graphic chart (e.g., PERT) should be attached.

<b>Task or Event</b>	<b>Completion Day</b>	<b>Assigned Personnel</b>	<b>Work-hours</b>